AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Closure Request; Kebler Pass - Chainless Bike Race

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: The Chamber at Crested Butte/Mt. Crested Butte and County

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The Chamber in Crested Butte/Mt Crested Butte is requesting permission to close a portion of Kebler Pass for the annual chainless race. The closure is safety related.

Fiscal Impact:

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok db 5/15/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/15/2019 Certificate of Insurance Required Yes ◉ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/16/2019

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: DCM Report

Agenda Date: 5/21/2019

Revised April 2015

TEMPORARY ROAD USE AGREEMENT

THIS TEMPORARY ROAD USE AGREEMENT hereinafter ("Agreement") is made and entered into on this _____ day of _____, 2019, by and between the Crested Butte / Mt. Crested Butte Chamber of Commerce, whose address in 601 Elk Avenue, Crested Butte, CO 81224 (hereinafter "Chamber") and the Board of County Commissioners of the County of Gunnison, Colorado, a political subdivision of the State of Colorado, whose address in 200 East Virginia, Gunnison, CO 81230 (hereinafter "Gunnison County").

FOR AND IN CONSIDERATION of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. GRANT OF PERMISSION TO USE

Gunnison County grants to Chamber temporary permission to use a portion of County Road 12, identified by Gunnison County (the "Property") only as set forth herein.

2. TERM OF USE

Chamber shall temporarily use a portion of County Road 12 on Friday, June 28, 2019 from 2:00 p.m. to 6:00 p.m.

3. CHAMBER'S USE LIMITED

Chamber's use of County Road 12 shall be for and limited to a single special event for the benefit of the public, specifically limited to use of the Property for a chainless race event.

4. OBLIGATIONS OF THE RESPECTIVE PARTIES

a. Chamber shall ensure closure of that portion of County Road 12, identified by Gunnison County from the top of Kebler Pass to the intersection of 1st and Whiterock Avenue in Crested Butte to vehicle traffic, with the exception of chase vehicles, event staff vehicles, emergency vehicles and law enforcement.
b. Chamber agrees to indemnify, defend and hold harmless Gunnison County, its agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (include reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Chamber or its employees, sub-consultants or agents in connection with Chamber's use of the Property pursuant to this Agreement. This provision 4.b. shall survive any termination or expiration of the Term of Use period or this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

c. Chamber shall ensure that Gunnison County is named as an additional insured, or has the named benefit of, the insurance coverage of Chamber regarding the chainless race event, with limits no less than:

   i. For any injury to one person in any single occurrence, Three Hundred Eighty Seven Thousand and No/100 U.S. Dollars ($387,000); and
   ii. For any injury to two or more persons in any single occurrence, the sum of One Million Ninety Three Thousand and No/100 U.S. Dollars ($1,093,000).

   Chamber shall furnish to Gunnison County current certificates of such insurance to Gunnison County no later than Monday, June 17, 2019.

   Nothing in this Agreement, including but not limited to the required or the existence of the insurance required hereunder is or shall be deemed a waiver by the Chamber or Gunnison County of any defense or claim of sovereign immunity, nor a waiver of any other provision of law relating to the liability of governmental units or the limits thereof.

   This provision 4.c. shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

d. Chamber shall be responsible for, and shall promptly pay to Gunnison County, all reasonable costs to repair any damage to County Road 12 caused by Chamber's use of the Property under this Agreement.
e. Chamber will need to keep emergency access routes open during the closure.
f. Should any damage happen to adjacent fences or guard rail, Chamber will be responsible for fixing the damage and/or paying for the repair of the damages depending on severity and complexity of the damage.

5. NON-WAIVER

No covenant or condition of this Agreement may be waived except by the written consent of the parties hereto. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the term or condition to be performed by the other party to which the same may apply, and, until complete performance of said term or condition, the parties shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

6. NOTICES

Service of all notices under this Agreement shall be sufficient if sent via hand delivery or certified registered mail as follows:

Chamber:

Crested Butte / Mt. Crested Butte Chamber of Commerce
c/o Fat Tire Bike Week Committee

601 Elk Avenue
Crested Butte, CO 81224

Gunnison County:
Board of County Commissioners
of the County of Gunnison, Colorado
c/o Matthew Birnie, County Manager
200 East Virginia
Gunnison, CO 81230

7. SEVERABILITY

In the event any term, condition or provision contained in this Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Agreement, than at the option of such party, this Agreement may be declared to be terminated.

8. GOVERNING LAW – BINDING AGREEMENT

This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

9. ENTIRE AGREEMENT

This instrument constitutes the entire Agreement between Gunnison County and Chamber, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

10. VENUE

Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Gunnison and State of Colorado.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the day and year first set forth above.

CRESTED BUTTE/MT. CRESTED BUTTE CHAMBER OF COMMERCE

By:_____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By:_____

ATTEST:

_____
Deputy County Clerk

THE CHAMBER
Crested Butte/Mt. Crested Butte

Brittany Couts
Event Coordinator
events@cbchamber.com
(970) 349-6438

Marlene Crosby
Public Works Director
195 Basin Park Drive
Gunnison, CO 81230

Friday May 3rd, 2019

Dear Marlene Crosby,

This is a formal request to close Kebler pass for the Chainless World Championships on Friday, June 28, 2019 from 2pm to 6pm. The Crested Butte/Mt. Crested Butte Chamber of Commerce is seeking permission close Kebler pass from the top of the pass to the entrance of Old Kebler in Crested Butte. The race will begin at the top of the pass at 4:20 and finish at 1st and Elk in the town of Crested Butte.

Attached you will find the Certificate of Liability Insure with Gunnison County listed as additionally insured, as well as maps for the Chainless World Championships. Please do not hesitate to reach out with any further questions. The Crested Butte/Mt. Crested Butte is grateful for your willingness to continue to let us host this event.

Sincerely,

Brittany Couts

38 min
7.1 miles

CRESBUT-13 LMOUA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/8/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mountain West In & Fin Serv LLC
100 E Victory Way
Craig, CO 81625

CONTACT NAME: Lisa Moua
PHONE (A/C, No, Ext): (970) 824-8185 FAX (A/C, No): (970) 824-8188
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Secura Insurance Company	
INSURER B : Scottsdale Insurance Company	41297
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Crested Butte/Mt.Crested Butte Chamber of Commerce
PO Box 1288
Crested Butte, CO 81224

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		20CP003184279	9/10/2018	9/10/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Excluded
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR			CU003279892	9/10/2018	9/10/2019	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	D&O-claims made			EKI3268342	9/10/2018	9/10/2019	Per Claim	1,000,000
A	Liquor Liability			20CP003184279	9/10/2018	9/10/2019	Ea.Common Cause	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as an additional insured on the general liability policy as required by written contract.

CERTIFICATE HOLDER

Gunnison County, its officials, employees and agents,
and owners of adjacent property
200 E. Virginia Ave.
Gunnison, CO 81230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lisa Moua

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CB Chamber of Commerce Bike Week
Schedule and Description of Events 2019

Chainless World Championship, Friday June 28th

Time: 9:00 AM -12:00 PM
Location: Chamber parking lot, 601 Elk Ave

- Registration
- Bikes dropped off by participants, loaded into a shuttle, and brought to the top of Kebler Pass

Time: 9:00 AM
Location: Town Park, 606 Elk Ave and 1st and Elk Parking lot

- 2 Porta Potties, 1 ADA, will be dropped off at 606 6th Street
- 2 Porta Potties,1 ADA, will be dropped off at 1st and Elk

Time: 9:00 AM
Location: Town Park, 606 Elk Ave and 1st and Elk Parking lot

- One 96g trash bin and one 96 g recycling bin will be dropped off at 606 6th Street
- One 96g bin and one 96g recycling bin will be dropped off at 1st and Elk

Time: 10:30 AM
Location: 1st and Elk

- Establish Liquor Boundary, rope off areas at 10 west 100 blocks of Elk across 1st, set up vendor area, hay bales stacked 5-6 high on the corner of Old Kebler and Elk.

Time: 2:30-3:30 PM
Location: Chamber parking lot at 601 Elk, to the top of Kebler Pass

- Bus participants to the top of Kebler

Time: 3:00
Location: 1st and Elk

- Beer will begin to be served

Time: 4:20
Location: Top of Kebler

- Race will begin down Kebler Pass and to Elk Ave
- DJ will begin and party will start inside fenced off area of 1st and Elk

Time: 6:00
Location: 1st and Elk

- Pick up all trash and recycling
- Undo liquor barrier
- Vendors break down

Vendor Village at Town Park, Saturday June, 29th

Time: 8:00 am
Location: 606 6th Street, in Town Park

- Vendors tents begin set up, liquor boundary goes up, signs to "Walk Bikes on Grass" are put up.

Time: 8:00 pm
Location: 606 6th Street, in Town Park

- Vendors break down
- Clean sweep is made

* Adaptive/ Bridges of the Butte will be using the same vendor village area as us. At the time this schedule was created, Adaptive is planning on having a 24 hour Bridges event, from 12pm on 6/29 to 12pm on 6/30. Adaptive will be submitting a permit separate from us, for their Bridges event.